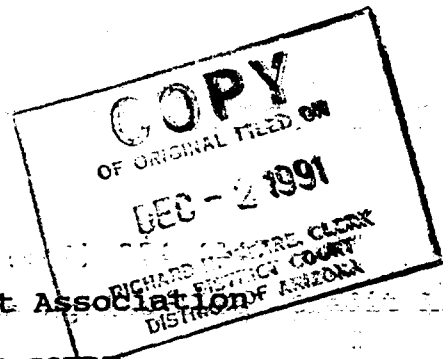


MMB EX 6

Melinda S. Barnett  
JAMES M. MARLAR, P.C.  
302 N. First Ave., Ste. 450  
Phoenix, Arizona 85003  
State Bar No. 009606  
(602) 254-4147



Attorneys for Arizona Agricultural Credit Association

UNITED STATES DISTRICT COURT  
DISTRICT OF ARIZONA

UNITED STATES OF AMERICA,  
Plaintiff,

v.

Civil No. 91-454-TUC-WDB

REAL PROPERTY IDENTIFIED AS  
82.5 ACRES LOCATED IN COCHISE  
COUNTY AND KNOWN AS MONTEZUMA  
RANCH, dba THE SUNRISE FARMS,  
INC., ET AL.

Defendants.

U.S. ATTORNEY  
TUCSON, AZ  
91 DEC - 2 PM 3:56

STIPULATED EXPEDITED SETTLEMENT AGREEMENT

IT IS HEREBY STIPULATED by and between plaintiff, United States of America, and Claimant, ARIZONA AGRICULTURAL CREDIT ASSOCIATION ("AACA"), to compromise and settle its claim according to the following terms:

1. The parties hereby stipulate that any violations of 21 U.S.C. §801 et seq. involving the defendant property occurred without the knowledge and consent of AACA.

2. Plaintiff United States agrees that upon entry of a Final Order of Forfeiture, it will pay Claimant AACA the following:

a. all unpaid principal due to the Claimant under

JAMES M. MARLAR  
A PROFESSIONAL CORPORATION  
302 NORTH FIRST AVENUE, SUITE 450  
PHOENIX, ARIZONA 85003  
(602) 254-4147

Federal Communications Commission

Docket No. 93-176 Exhibit No. SIX

Presented by MASS MEDIA BUREAU

Disposition { Identified ✓  
Received ✓  
Rejected \_\_\_\_\_

Reporter M.K. FLEISHMAN

Date 12/07/93

the November 18, 1988, mortgage instrument attached hereto as Exhibit A, which was secured by a Deed of Trust (recorded in the official records of Cochise County, Arizona, Recording No. 88-1225364, and attached hereto as Exhibit B, that is ONE HUNDRED THIRTY-TWO THOUSAND NINE HUNDRED EIGHTY-ONE AND 16/100 DOLLARS (\$132,981.16);

b. all unpaid interest at the contractual (not default) rate under the above mortgage instrument that is THIRTY-FIVE THOUSAND THREE HUNDRED FIFTY-SEVEN AND 76/100 DOLLARS (\$35,357.76), as of October 17, 1991 (interest rate is currently 13.65 percent) which rate is adjusted periodically, until the date of payment. Interest accrues from and other October 17, 1991 at \$49.73 per day; and

c. Attorneys' fees and costs, through October 31, 1991 of \$6,581.85.

3. The amount due, through October 31, 1991, is:

Principal	\$132,981.16
Interest at contract rate through 10/17/91	35,357.76
Interest at contract rate - 10/18/91 through 10/31/91	696.22
Attorney fees and costs	<u>5,719.12</u>
TOTAL	\$ 174,754.26

4. The payment to Claimant AACA shall be in full

1 settlement and satisfaction of any and all claims by AACA to the  
2 defendant property by the United States on or about August 16,  
3 1991, and all claims resulting from the incidents or circumstances  
4 giving rise to this lawsuit.

5 5. Upon payment, Claimant AACA agrees to assign and  
6 convey its security interest to the United States via recordable  
7 documents and to release and hold harmless the United States, and  
8 any agents, servants, and employees of the United States (or any  
9 state or local law enforcement agency) acting in their individual  
10 or official capacities, from any and all claims by the financial  
11 institution and its agents which currently exist or which may arise  
12 as a result of the government's action against the property.

13 6. As a part of settlement, Claimant AACA agrees not to  
14 pursue against the United States any other rights that it may have  
15 under the mortgage instrument.

16 7. Claimant further agrees to join any government  
17 motions for interlocutory or stipulated sale of the defendant  
18 property and any motions to remove occupants from the property who  
19 fail to abide by the terms of an occupancy agreement.

20 8. Claimant understands and agrees that by entering  
21 into this expedited settlement of its interest in the defendant  
22 property, it waives any rights to further litigate against the  
23 United States its interest in the defendant property and to  
24 petition for remission or mitigation of the forfeiture. Unless  
25 specifically directed by order of this Court, AACA is hereby  
26

excused and relieved from further participation in this action.


9. The parties agree to execute further documents, to the extent necessary, to convey clear title to the property to the United States and to further implement the terms of this settlement.

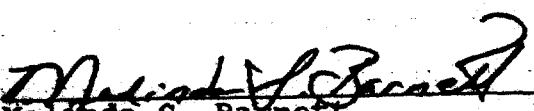
10. The terms of this settlement agreement are contingent upon forfeiture of the defendant property to the United States and the Court's entry of a Final Judgment of Forfeiture. Further, the terms of this settlement agreement shall be subject to approval by the United States District Court and any violation of any terms or conditions shall be construed as a violation of an Order of the Court.

DATED this 2nd day of December, 1991.

Respectfully submitted,

UNITED STATES ATTORNEY

  
Cindy K. Gorgens  
Assistant United States Attorney  
Attorney for Plaintiff  
United States of America

  
Melinda S. Barnett  
JAMES M. MARLAR, P.C.  
302 N. First Ave., Ste. 450  
Phoenix, Arizona 85003  
Attorneys for Arizona Agricultural  
Credit Association

{richards\settlogr.stp

## MEMBER DESIGNATION

RICHARDS, RICHARD

DOC CODE	ASSN NO.	BRANCH NO.	DOCUMENT NUMBER	MEMBER NUMBER	LOAN NO.	NOTE
N	112	01	1255	5183189	1	1

## RENEWAL PROMISSORY NOTE

\$ 126,610.00

Tempe  
(City)Arizona  
(State)

June 26, 19 89

FOR VALUE RECEIVED, on October 10, 1989, the undersigned ("Borrower") jointly and severally promises to pay to the order of Arizona Agricultural Credit Association

("Lender") at its office in Tempe, Arizona, the sum of One Hundred Twenty-Six Thousand Six Hundred Ten and 00/100

Dollars, or so much of that sum as may be advanced under this Note, including the renewed unpaid balances of the Notes described herein, with interest on the unpaid principal balance. Said interest, if not paid when due, shall be added to principal and an appropriate amount of Capital Stock or Participation Certificates as required by Lender's By-laws and FCA's regulations, and such amount shall bear interest at the same rate as principal.

**INTEREST RATE.** Interest shall be calculated daily on the basis of a calendar year. Interest shall accrue at the variable interest rate as established by Lender for the interest rate group to which this Note is assigned. The initial interest rate in effect on this date is 13.40 % per annum. The interest rate applicable to this Note may be adjusted automatically and without notice as of the first day of any month to the rate then made applicable to Borrower's assigned interest rate group. Borrower understands and agrees that (1) the interest rate group to which this Note is assigned may be changed at any time to any other interest rate group at the sole and complete discretion of Lender, without prior notice to Borrower, and (2) the interest rate group shall be automatically adjusted to the highest interest rate group, without prior notice to Borrower, if a default or event of default shall occur under this Note or under any other note or agreement between Borrower and Lender.

( ) [Applies only to consumer loan secured by Borrower's personal residence.] The maximum interest rate which can be charged on this loan is twenty percent (20%) per annum.

**DEFAULT AND ACCELERATION.** This loan shall be in default and, at the sole option of Lender or its successors and assigns, the unpaid principal balance of this Note, together with all accrued interest, shall become immediately due and payable without notice if: 1) Borrower fails to make any payment under this Note when due; 2) a default or event of default occurs in the payment or performance of any obligation contained in a deed of trust, mortgage, security agreement, or any other agreement regarding security for this Note; or 3) a default or event of default occurs in the payment or performance of any obligation contained in any loan agreement, promissory note, or other agreement between Borrower and Lender. No delay or omission on the part of Lender in exercising its rights hereunder shall operate as a waiver of such rights.

**ATTORNEYS' FEES AND COSTS.** Borrower agrees to pay to Lender or the holder of this Note, on demand, all costs, expenses and disbursements, including without limitation all reasonable attorneys' fees, incurred by it in the enforcement, collection, renewal, extension or modification of this Note, or any other agreement related to the indebtedness evidenced by this Note, or any renewal, extension or modification thereof. Any such amount may also be added by Lender to the principal balance of the indebtedness and an appropriate amount of Capital Stock or Participation Certificates as required by Lender's bylaws and FCA's regulations, and such amounts shall thereafter bear interest at the rate set forth in this Note. The fees and costs described herein shall be in addition to those set forth in the loan agreement, deed of trust or any other written agreement between Borrower and Lender.

**OTHER IMPORTANT PROVISIONS.** Principal and interest shall be payable in lawful money of the United States. Further, Borrower hereby severally waives diligence, presentment for payment or acceptance, demand, protest and notice of protest, notice of dishonor, notice of non-payment, and notice of any other kind whatsoever, and all defenses on the grounds of any extension of time of payment or release of collateral or parties. To the extent that the Western Farm Credit Bank ("Bank") gives or has given value to Lender in reliance upon this Note, Borrower severally waives any and all defenses or rights of offset which Borrower may have against Lender when this Note is held by said Bank or its successor or assigns. Borrower further agrees that failure on the part of Lender to exercise any power, right or privilege hereunder, or to insist upon prompt compliance with the terms hereof, shall not constitute a waiver thereof.

the unenforceability or invalidity of any provision of this Note shall not render any other provision contained herein unenforceable or invalid.

The liability of each Borrower executing this Note shall be that of co-maker and not that of an endorser, accommodation party or guarantor. The separate property of any married person executing this Note shall be liable for the indebtedness evidenced hereby.

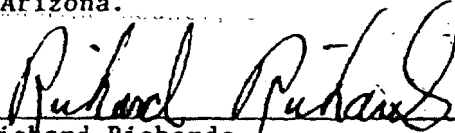
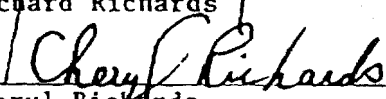
This Note is executed, delivered, and accepted, not in payment of, but for the purpose of renewing the unpaid balances in the following described item(s):

DATED	MATURITY DATE	AMOUNT	DATED	MATURITY DATE	AMOUNT
11/18/88	6/10/89	\$102,000.00			

so evidences an additional advance of \$ 24,610.00

THE UNDERSIGNED AGREE TO ALL THE TERMS AND CONDITIONS SET FORTH ABOVE AND ON THE REVERSE SIDE HEREOF.

This note is secured by personal property liens and as a future advance under a Deed of Trust dated November 18, 1988, recorded December 9, 1988, File Number 881225364, Recorded in Official Records, Cochise County, State of Arizona.

  
Richard Richards  
  
Cheryl Richards

ENDORSEMENT — The within note is hereby indorsed by the payee named in the body of said note as if the name of the payee were actually executed under the indorsement.

PAY TO THE ORDER OF WESTERN FARM CREDIT BANK, Sacramento, California

EXHIBIT "A"

PARCEL 1:

The Northeast quarter of the Southwest quarter of the Northeast quarter and the Southeast quarter of the Southwest quarter of the Northeast quarter; the South half of the Southeast quarter of the Northeast quarter; the South half of the North half of the Southeast quarter of the Northeast quarter; the Northwest quarter of the Northwest quarter of the Southeast quarter of the Northeast quarter; and the North half of the North half of the Northeast quarter of the Southeast quarter of Section 17, Township 24 South, Range 21 East of the Gila and Salt River Base and Meridian, Cochise County, Arizona;

EXCEPTING therefrom the following described Parcels A and B:

PARCEL A: That portion of the South half of the Northeast quarter of Section 17, Township 24 South, Range 21 East of the Gila and Salt River Base and Meridian, Cochise County, Arizona, described as follows:

BEGINNING at the Northwest corner of the South half of the Northeast quarter of said Section 17;

thence South 100 feet;  
thence East 100 feet;  
thence North 60 feet;  
thence East 200 feet;  
thence South 260 feet;  
thence East 150 feet;  
thence North 200 feet;  
thence East 70 feet;  
thence South 35 feet;  
thence East 800 feet to a point on the West line of the Northwest quarter of the Northwest quarter of the Southeast quarter of the Northeast quarter;  
thence North along said West line, 135 feet to a point on the North line of the South half of the Northeast quarter;  
thence West along said North line of the South half of the Northeast quarter, 1320 feet more or less to the Point of Beginning.

PARCEL B: That portion of the South half of the Northeast quarter of Section 17, Township 24 South, Range 21 East of the Gila and Salt River Base and Meridian, Cochise County, Arizona, described as follows:

BEGINNING at the Northwest corner of the South half of the Northeast quarter of said Section 17;

thence South 100 feet;  
thence East 100 feet;  
thence North 60 feet;  
thence East 200 feet;  
thence South 260 feet;  
thence East 150 feet;  
thence North 200 feet to the TRUE POINT OF BEGINNING;  
thence East 70 feet;  
thence South 35 feet;  
thence East 630 feet;  
thence South 315 feet;  
thence West 700 feet;  
thence North 350 feet to the TRUE POINT OF BEGINNING;

Excepting therefrom any portion lying within the West half of the Southwest quarter of the Northeast quarter of said Section 17.

881225364





When recorded (to):

Arizona Production  
Credit Association  
P.O. Box 24138  
Tempe, AZ 85282

STATE OF ARIZONA )

County of )

WITNESS MY HAND AND OFF

County Recorder

By

Deputy Recorder



OFFICIAL RECORDS  
COCHISE COUNTY  
DATE 12/09/88  
HOUR 9

REQUEST OF

PIONEER TITLE CO  
CHRISTINE RHODES-RECORDER

FEE : 10.00 PAGES : 3

501408LM

## DEED OF TRUST

TRUSTOR(S): RICHARD RICHARDS, husband of CHERYL RICHARDS

TRUSTOR'S MAILING ADDRESS: Star Route Box 124; Hereford, AZ 85615

BENEFICIARY: Arizona Production Credit Association, a corporation existing and operating under the provisions of the Farm Credit Act of 1971, and amendments thereto

BENEFICIARY'S ADDRESS: P.O. Box 24138/3003 S. Fair Lane; Tempe, AZ 85282

TRUSTEE: Arizona Production Credit Association

TRUSTEE'S ADDRESS: P.O. Box 24138/3003 S. Fair Lane; Tempe, AZ 85282

PROPERTY in Cochise County, State of Arizona, described as:

See legal description attached hereto as Exhibit "A" and by this reference made a part hereof.

This Deed of Trust made between the Trustor, Trustee, and Beneficiary above named.

### WITNESSETH:

TRUSTOR IRREVOCABLY GRANTS AND CONVEYS TO TRUSTEE IN TRUST, WITH POWER OF SALE, the above described real property and all buildings, improvements and fixtures located thereon or hereinafter erected thereon, together with the leases, rents, issues, profits, or income thereof (all of which are hereinafter called "property income") including, but not limited to, all of Trustor's existing and future rights, however evidenced, to the use of water for irrigating said lands and for domestic stock watering uses; including ditches, laterals, conduits, and rights of way used to convey such water or to drain said land, all of which rights are hereby made appurtenant to said land, and all pumping plants and wind machines now or hereafter used in connection therewith, which pumping plants and wind machines are hereby declared to be fixtures, all grazing leases, permits and licenses used with said land, and all tenements, hereditaments, easements, rights of way and appurtenances to said land; and all rents, issues and profits of said land with the right, but not the obligation, to collect the same, which right may be exercised by the Beneficiary while in or out of possession and either prior to or after any default by the Trustor; SUBJECT, HOWEVER, to the right, power, and authority hereinafter given to and conferred upon Beneficiary to collect and apply such property income; AND SUBJECT TO covenants, conditions, restrictions, rights of way, and easements of record.

### FOR THE PURPOSE OF SECURING:

A. The payment and performance of any and all indebtedness and liabilities of Trustor to Beneficiary, and any and all advances of Beneficiary to Trustor, of whatever nature, now existing or hereafter arising, due or to become due, absolute or contingent, secured or unsecured, and any and all extensions, revisions, substitutions, reamortizations or renewals thereof in whole or in part, and any future advances made by Beneficiary to Trustor however evidenced, not to exceed, however, the aggregate outstanding principal balance at any one time of ~~One Hundred Twenty Thousand and 00/100~~ <sup>100,000.00</sup> DOLLARS (\$120,000.00), together with interest thereon at the rate(s) established under the Beneficiary's interest rate program, including any variable rate provision which increases or decreases said rate(s) from time to time, costs, and attorneys' fees; and

B. The performance of each covenant, promise and agreement of Trustor contained herein; and

C. Payment of all sums required to be made by Trustor pursuant to the terms hereof. It is understood, however, by Trustor and Beneficiary that Beneficiary shall not be required to make any such additional advances or loans and that, if any such advances or loans are made, they will be made only at such times and in such amounts as Beneficiary may, in its sole discretion, determine.

The term "Trustor" as used in this Deed of Trust to refer to the indebtedness, loan, or obligations being secured, means and includes any or all of the parties named as Trustor or the following additional parties:

### TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES:

1. To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged, or destroyed thereon, and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer, or permit any act upon said property in violation of law; and to do all other acts which from the character or use of said property may be reasonably necessary, including but not limited to the performance of all terms and obligations of this Deed of Trust, and any security agreement, or any other agreement, loan agreement, membership agreement, guaranty, mortgage or deed of trust between Trustor and Beneficiary.

2. To provide, maintain, and deliver to Beneficiary fire, property damage and flood insurance policies satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of Trustee's sale hereunder or invalidate any act done pursuant to such notice.

3. To appear in and defend any action or proceeding purported to affect the security hereof or the rights or powers of Beneficiary or Trustee, and to pay all costs and expenses of Beneficiary and Trustee, including cost of evidence of title and attorneys' fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear or be named, and in any suit or procedure brought by Beneficiary to foreclose this Deed of Trust or exercise the Trustee's Power of Sale.

4. To pay, before delinquent, all taxes and assessments affecting said property; when due, all encumbrances, charges, and liens with interest, on said property or any part thereof, which appear to be prior or superior hereto and all costs, fees, and expenses of this Trust, including, without limiting the generality of the foregoing, the fees of Trustee for issuance of any Deed of Partial Release and Partial Reconveyance or Deed of Release and Full Reconveyance, and all lawful charges, costs, and expenses in the event of reinstatement of, following default in, this Deed of Trust or the obligations secured hereby.

Should Trustor fail to make any payment or to do any act as herein required, then Beneficiary or Trustee, without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes, appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest, or compromise any encumbrance, charge, or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ legal counsel, accountants and appraisers and pay all expenses and charges, attorneys' and accountants' and appraisal fees, and court costs, which shall be payable on demand of Beneficiary and shall be additional indebtedness secured by the lien of this Deed of Trust.

5. To pay immediately and without demand all sums expended by Beneficiary or Trustee pursuant to the provisions hereof, together with interest from date of expenditure at the same rate as is provided for in any note secured by this Deed of Trust. Any amounts so paid by Beneficiary or Trustee shall become part of the debt secured by this Deed of Trust and a lien on said premises and shall become immediately due and payable, at option of Beneficiary or Trustee.

6. To comply with the applicable state and federal laws, and regulations, and amendments thereto, relating to stockponds and surface or ground water withdrawal, use, transportation and management.

7. To pay, when due and payable, all obligations secured by judgment or other liens against said property.

8. To forever warrant and defend the title of said property at Trustor's expense.

9. To care for the security in a farmlike and businesslike manner.

EXHIBIT B

10. That any award for damages in connection with any claim for damages for private trespass or injury thereto, is hereby reserved unto the Trustor, however, the right to sue for such damages shall be held by the Trustor, and the ownership thereof subject to this Deed of Trust, and upon receipt of such monies Beneficiary may hold the same as such further security, or apply or release the same in the same manner and with the same effect as otherwise provided for disposition of proceeds of fire or other insurance.

11. That time is of the essence of this Deed of Trust, and that by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

12. That at any time or from time to time, and without notice, upon written request of Beneficiary and presentation of this Deed of Trust and evidence of indebtedness secured hereby for endorsement, and without liability therefor, and without affecting the personal liability of any person payment of the indebtedness secured hereby, and without affecting the security hereof for the full amount secured hereby on all property remaining subject hereto, and without the necessity that any sum representing the value or any portion thereof of the property affected by the Trustee's lien be credited on the indebtedness, the Trustee may: (a) release and reconvey all or any part of said property; (b) consent to the making and recording, or either, of any map or plat of the property or any part thereof; (c) join in granting any easement thereon; (d) join in or consent to any extension agreement or any agreement subordinating the lien, encumbrance or charge hereof.

13. That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed of Trust and evidence of indebtedness secured hereby to Trustee for cancellation, and upon payment of its fees, Trustee shall release and reconvey, without covenant or warranty, express or implied, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive and of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

14. In the event of default hereunder, Beneficiary shall be entitled in the appointment of a Receiver to take charge of the property, subject to the terms, issues and profits therefrom, care for and repair the same, improve the same when necessary or desirable, lease and rent the property or portion thereof (including leases existing beyond the term of receivership), plant, cultivate and harvest crops thereon, and otherwise use and utilize the property, and to have such other duties as may be fixed by the Court.

Trustor specifically agrees that the Receiver may be appointed without any notice to Trustor whatsoever and the Court may appoint a Receiver without reference to the adequacy or inadequacy of the security, or the solvency or insolvency of Trustor and without reference to other matters finally taken into account by Courts in the discretionary appointment of Receivers, it being the intention of Trustor to hereby authorize the appointment of a Receiver when Trustor is in default and Beneficiary has requested the appointment of a Receiver. Trustor hereby agrees and consents to the appointment of the particular person or firm (including an officer or employee of Beneficiary) designated by Beneficiary as Receiver, and hereby waives its rights to suggest or nominate any person or firm as Receiver in opposition to that designated by Beneficiary.

15. That as additional security, Trustor assigns, without obligation on Beneficiary to effect collection, all damages, rentals, royalties and other income from all present and future oil, gas, and mineral leases, rights and operations affecting said premises, and all money payable to Trustor in event of cancellation of any grazing leases, permits, or licenses used with said land.

16. That upon default by Trustor in the payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written notice of default, setting forth the nature of the default, and of election to cause to be sold said property under this Deed of Trust. Beneficiary also shall deposit with Trustee this Deed of Trust and evidence of indebtedness secured hereby, and all documents evidencing expenditures secured hereby.

Trustee shall record and give notice of a Trustee's sale in the manner required by law, and after the lapse of such time as may then be required by law, Trustee shall sell, in the manner required by law, said property at public auction at the time and place affixed by it in said notice of Trustee's sale to the highest bidder for cash in lawful money of the United States, payable at the time of sale. To determine the highest bidder, Beneficiary suggests divisions of the subject property in which it may be sold. Trustee shall ascertain such suggestions, shall conditionally sell the trust property under each such suggestion and shall also sell the trust property as a whole, and shall then determine which conditional sale or sales result in highest total price bid for all of the trust property. Trustee may postpone or continue the sale by giving notice of postponement or continuance public declaration at the time and place last appointed for the sale. Trustee shall deliver to such purchaser its Deed conveying the property so sold, without any covenant or warranty, expressed or implied. Any persons, including Trustor, Trustee, or Beneficiary, may purchase at such sale.

After deducting all costs, fees, and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale and reasonable attorneys' fees, Trustee shall apply the proceeds of sale to payment of: All sums then secured hereby and all other sums due under the terms hereof, its accrued interest; and the remainder, if any, to the person or persons legally entitled thereto. To the extent permitted by law, an action may be maintained by Beneficiary to recover a deficiency judgment for any balance due hereunder. In lieu of sale pursuant to the power of sale conferred hereby, this Deed of Trust may be foreclosed in the same manner provided by law for the foreclosure of mortgages on real property. Beneficiary shall also have all other rights and remedies available to it hereunder and at law or in equity. All rights and remedies shall be cumulative and concurrent and can be exercised severally.

17. That Beneficiary may appoint a successor Trustee in the manner prescribed by law. A successor Trustee herein shall, without conveyance in the predecessor Trustee, succeed to all the predecessor's title, estate, rights, powers, and duties. Trustee may resign by mailing or delivering notice thereof to Beneficiary and Trustor.

18. That this Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, personal representatives, successors and assigns. The term "Beneficiary" shall mean the owner and holder of the note(s) and indebtednesses secured hereby, whether or not named as Beneficiary herein. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine gender, and the singular number includes the plural.

19. That Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or any action or proceeding in which Trustor, Beneficiary, or Trustee shall be a party unless brought by Trustee.

The undersigned Trustor requests that a copy of any notice of Trustee's sale hereunder be mailed to him at his address hereinbefore set forth.

WITNESSED November 18 1988

Richard Richards Trustor

Trustor

By: \_\_\_\_\_

Its \_\_\_\_\_

Trustor

(INDIVIDUAL)

STATE OF ARIZONA )

ss.

County of Maricopa

This instrument was acknowledged before me this 28th day of November 1988

Richard Richards

Janice M. Altman

Notary Public

Commission Expires:

My Commission Expires: 2/1/1990

STATE OF ARIZONA )

ss.

County of \_\_\_\_\_

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_

on behalf of that entity.

Commission Expires:

Notary Public

881225364

CKJ-  
MMB EX 7

FILED	LODGED
RECEIVED	COPY
JUN - 1 1992	
CLERK U.S. DISTRICT COURT	
DISTRICT OF ARIZONA	
BY	DEPUTY

1 Alan R. Costello, SBN 009953  
2 Jeffrey A. Bernick, SBN 013162  
3 RIDENOUR, SWENSON, CLEERE & EVANS, P.C.  
4 900 Citibank Building  
5 302 North First Avenue  
6 Phoenix, AZ 85003  
7 (602) 254-2143  
8 Attorneys for Citibank (Arizona)

9 UNITED STATES DISTRICT COURT  
10 DISTRICT OF ARIZONA

11 UNITED STATES OF AMERICA,

12 Plaintiff,

13 vs

14 82.5 ACRES OF REAL PROPERTY LO-  
15 CATED IN COCHISE COUNTY, ARIZONA  
16 AND KNOWN AS THE MONTEZUMA RANCH,  
17 DBA THE SUNRISE FARMS, INC., WITH  
18 ALL IMPROVEMENTS, FIXTURES AND  
19 APPURTENANCES THERETO AND THERE-  
20 ON,

21 Defendant.

Case No.: CIV 91-454-TUC JMR

22 STIPULATED EXPEDITED  
23 SETTLEMENT  
24 AGREEMENT FOR CIVIL  
25 FORFEITURE

(Assigned to the Honorable  
John M. Roll)

26 IT IS HEREBY STIPULATED by and between Plaintiff, United States  
of America, and Claimant, Citibank (Arizona), to compromise and  
settle its claim according to the following terms:

1. The parties hereby stipulate that any violation of 21  
U.S.C. § 841(a)(1); 21 U.S.C. §§ 881(a)(6) and (7) involving the  
defendant property occurred without the knowledge and consent of  
Citibank (Arizona).

2. Plaintiff United States agrees that upon entry of a Final  
Order of Forfeiture, it will pay Claimant Citibank (Arizona) the  
following:

Federal Communications Commission

Docket No. 93-176 Exhibit No. SEVEN

Presented by MASS MEDIA BUREAU

Disposition { Identified ✓  
Received \_\_\_\_\_  
Rejected \_\_\_\_\_

Reporter M.K. FLEISHMAN

Date 12/07/93

a. all unpaid principal due to the Claimant under the July 8, 1988 Promissory Note attached hereto as Exhibit "A", which was secured by a Deed of Trust (recorded in the official records of Cochise County, Arizona, Recording No.: 880714297) and attached hereto as Exhibit "B", that is \$26,500.00.

b. all unpaid interest at the contractual rate under the above Promissory Note, that is \$9,473.75, through April 7, 1992, assessed at Prime + 2.75% per diem until the date of payment; and

c. other expenses in the amount of \$1,090.90

3. The payment to Claimant Citibank (Arizona) shall be in full settlement and satisfaction of any and all claims by Citibank (Arizona) to the defendant property seized by the United States on or about July 25, 1991, and all claims resulting from the incident or circumstances giving rise to this lawsuit.

4. Upon payment, Claimant Citibank (Arizona) agrees to assign and convey its security interest to the United States via recordable documents and to release and hold harmless the United States, and any agents, servants, and employees of the United States (or any state or local law enforcement agency) acting in their individual or official capacities, from any and all claims by the financial institution and its agents which currently exist or which may arise as a result of the government's action against the property.

5. As a part of the Settlement, Claimant Citibank (Arizona) agrees not to pursue against the United States any other rights that it may have under the mortgage instrument.

6. Claimant further agrees to join any government motions for interlocutory or stipulated sale of the defendant property and any motions to remove occupants from the property who fail to abide by the terms of an occupancy agreement.

7. Claimant understands and agrees that by entering into this expedited settlement of its interests in the defendant property, it waives any rights to further litigate against the United States its interest in the defendant property and to petition for remission or mitigation of the forfeiture. Unless specifically directed by order of this Court, Citibank (Arizona) is hereby excused and relieved from further participation in this action.

8. The parties agree to execute further documents, to the extent necessary, to convey clear title to the property to the United States and to further implement the terms of this settlement.

9. The terms of this settlement agreement are contingent upon forfeiture of the defendant property to the United States and the Court's entry of a Final Judgment of Forfeiture. Further, the terms of this settlement agreement shall be subject to approval by the United States District Court and any violation of any terms or conditions shall be construed as a violation of an Order of the Court.

Dated this 5th day of May, 1992.

1 UNITED STATES ATTORNEY

RIDENOUR, SWENSON, CLEERE & EVANS

2  
3 *Cindy K. Jorgenson*  
4 CINDY K. JORGENSEN  
5 Acapulco Bldg., Suite 8310  
6 100 South Church Street  
7 Tucson, AZ 85701  
8 (602) 670-6511  
9 Attorney for Plaintiff

*Jeffrey A. Bernick*  
ALAN R. COSTELLO  
JEFFREY A. BERNICK  
Citibank Suite 900  
302 North First Avenue  
Phoenix, AZ 85003  
(602) 254-2143  
Attorney for Citibank (Arizona)

10 A true and correct copy of the  
11 foregoing has been provided by  
12 U.S. Mail this 31 day of ~~May~~ JUNE  
13 1992, to:

14 Clerk of the United States Bankruptcy Court  
15 110 South Church  
16 Acapulco Building, Suite 8-212  
17 Tucson, Arizona 85701

18 Bob Hirsh  
19 HIRSH, DAVIS, WALKER & PICCARRETA  
20 2730 E. Broadway  
21 Tucson, Arizona 85716  
22 Attorney for Claimant Richard Richards

23 Charles A. Irwin, Esq.  
24 2480 E. Wilcox Dr.,  
25 Sierra Vista, AZ 85635

26 U.S. Trustee  
Suite 100  
320 North Central Ave.  
Phoenix, AZ 85003

CITIBANK BUILDING  
302 NORTH 1ST AVENUE, SUITE 900  
PHOENIX, ARIZONA 85003  
TELEPHONE (602) 254-2143

1 UNITED STATES ATTORNEY

RIDENOUR, SWENSON, CLEERE & EVANS

2  
3 *Cindy K. Jorgenson*  
CINDY K. JORGENSEN

4 Acapulco Bldg., Suite 8310

100 South Church Street

5 Tucson, AZ 85701

(602) 670-6511

6 Attorney for Plaintiff

*Alan R. Costello*  
ALAN R. COSTELLO

JEFFREY A. BERNICK

Citibank Suite 900

302 North First Avenue

Phoenix, AZ 85003

(602) 254-2143

Attorney for Citibank (Arizona)

7  
8 A true and correct copy of the  
9 foregoing has been provided by  
10 U.S. Mail this 31 day of ~~May~~ JUNE  
1992, to:

11 Clerk of the United States Bankruptcy Court

110 South Church

12 Acapulco Building, Suite 8-212

13 Tucson, Arizona 85701

14 Bob Hirsh

HIRSH, DAVIS, WALKER & PICCARRETA

2730 E. Broadway

15 Tucson, Arizona 85716

Attorney for Claimant Richard Richards

16 Charles A. Irwin, Esq.

17 2480 E. Wilcox Dr.,

18 Sierra Vista, AZ 85635

19 U.S. Trustee

Suite 100

320 North Central Ave.

20 Phoenix, AZ 85003

CITIBANK BUILDING  
302 NORTH 1ST AVENUE, SUITE 900  
PHOENIX, ARIZONA 85003  
TELEPHONE (602) 254-2143



CHJ  
MMB EX 8

RECEIVED

1992 JUL 23 PM 3:00

U.S. ATTORNEY'S OFFICE  
TUCSON

LAW OFFICES OF

**J. BERT VARGAS**

177 NORTH CHURCH AVE, SUITE 315

TUCSON, ARIZONA 85701

(602) 628-7373

ATTORNEY FOR CLAIMANT

UNITED STATES DISTRICT COURT

DISTRICT OF ARIZONA

UNITED STATES OF AMERICA,

Plaintiff,

vs.

82.5. ACRES OF REAL PROPERTY LOCATED

IN COCHISE COUNTY, ARIZONA, AND KNOWN  
AS THE MONTEZUMA RANCH, DBA THE  
SUNRISE FARMS, INC., WITH ALL  
IMPROVEMENTS, FIXTURES, AND  
APPURTENANCES THERETO AND THEREON

Defendant.

NO. CIV 91-454-TUC-JMR

MOTION FOR LEAVE TO  
FILE AN AMENDED  
CLAIM

COMES NOW ELSIE WEICK, Claimant in the above-styled cause, by and through  
her undersigned attorney, and hereby moves this court for an order allowing her to amend  
her claim previously filed on the 13th of May, 1992 as follows:

1. That the lien interest of the Claimant, ELSIE WEICK, in the defendant real  
property, identified as 82.5. Acres of Real Property located in Cochise County, Arizona, and  
known as the Montezuma Ranch, DBA The Sunrise Farms, Inc., remains unchanged.

2. Claimant, seeks to amend the amount of her claim to reflect the actual amount  
owed to Claimant by Richard Weick aka Richard Richards DBA The Montezuma Ranch,  
DBA Sunrise Farms, Inc. and DBA Sunrise Distributors, Inc. which is TWO HUNDRED  
FOURTEEN THOUSAND THREE HUNDRED NINETY THREE DOLLARS  
(\$214,393.00) in principal plus interest thereon. The initial amount claimed reflected the  
amount of one hundred and seventy-one thousand five hundred six dollars and one cent

amended claim

Federal Communications Commission

Docket No. 93-176 Exhibit No. EIGHT

Presented by MASS MEDIA BUREAU

Disposition { Identified ✓  
Received ✓  
Rejected \_\_\_\_\_

Reporter M.K. FLEISHMAN

Date 12/07/93

1 (\$171,506.01) which although an approximate amount was nevertheless filed due to the  
2 expediency and urgency required in filing her claim and in an effort to preserve her interest  
3 in the In rem defendant property. Claimant now brings this Motion For Leave To Amend  
4 her claim as a result of the documentation she has secured through a diligent search of her  
5 records.

6 3. In regards to the interest accrued on the principal amount thereon it has not as of  
7 yet been completely calculated since the funds loaned, for the benefit of Montezuma Ranch,  
8 were received in different increments over a twenty-three year period of time beginning as  
9 early as 1968 and continuing through and including August 1, 1991. Claimant seeks leave of  
10 the court to provide the complete interest owed once a final accounting becomes available.  
11 In the interim claimant asserts that the interest alone on the aggregate total owed to claimant  
12 for a one year period calculated at nine (9%) percent simple interest per annum yields the  
13 sum of \$19,295.37. Claimant seeks any and all interest that she is entitled.

14  
15 WHEREFORE, Claimant prays for relief as follows:

16 1. That this court grant the Claimant leave to amend it claim.

17 2. That this court order that the United States recognize the lien interest of the  
18 Claimant in the above described property is not subject to forfeiture.

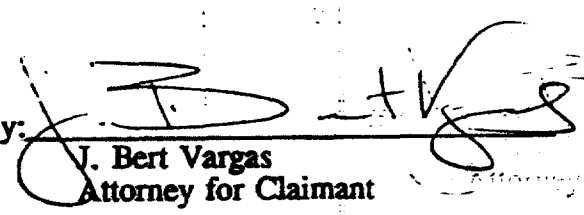
19 3. That this court award claimant's amended principal amount owed of  
20 \$214,393.00 plus interest or in the alternative award claimant the amount originally sought  
21 that of \$171,506.01 plus interest.

22 4. That Claimant be awarded its costs, expenses and attorney's fees; and  
23  
24  
25  
26  
27  
28

1 5. That Claimant be awarded such other and further relief as this court deems  
2 necessary, proper, and just.  
3

4 DATED this 22<sup>nd</sup> day of July, 1992.

5 Law Offices of J. Bert Vargas  
6

7  
8 By:   
9 J. Bert Vargas  
Attorney for Claimant

10 Copy of the foregoing mailed/  
11 delivered this 22<sup>nd</sup> day of  
12 July, 1992, to:

13 Cindy Jorgenson, Assistant  
14 United States Attorney  
110 S. Church Ave. Suite 8310  
Tucson, Arizona 85701

15 Honorable John M. Roll  
16 U.S. District Court  
55 E. Broadway  
Tucson, Arizona 85701  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

LAW OFFICES OF  
**J. BERT VARGAS**

177 NORTH CHURCH AVE, SUITE 315

TUCSON, ARIZONA 85701

(602) 628-7373

STATE BAR NO. 012009

ATTORNEY FOR CLAIMANT

**UNITED STATES DISTRICT COURT**

**DISTRICT OF ARIZONA**

**UNITED STATES OF AMERICA,**

**Plaintiff,**

**vs.**

**vs.**

**82.5. ACRES OF REAL PROPERTY LOCATED  
IN COCHISE COUNTY, ARIZONA, AND KNOWN  
AS THE MONTEZUMA RANCH, DBA THE  
SUNRISE FARMS, INC., WITH ALL  
IMPROVEMENTS, FIXTURES, AND  
APPURTENANCES THERETO AND THEREON**

**Defendant.**

**NO. CIV 91-454-TUC-JMR**

**NOTICE OF HEARING**

**PLEASE TAKE NOTICE** that the Claimant's Motion For Leave to File An  
Amended Claim will be heard on the \_\_\_\_\_ day of \_\_\_\_\_ 1992, at the hour of \_\_\_\_\_  
m. or as soon thereafter as counsel may be heard.

**DATED** this 22<sup>nd</sup> day of July, 1992.

**LAW OFFICES OF J. BERT VARGAS**

By: \_\_\_\_\_

**J. BERT VARGAS**  
Attorney for Claimant